

### DISCLOSURE STATEMENT: COMPENSATION DISCLOSURE TO BUYER/TENANT

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This form outlines who pays who in the transaction. (Below is an example and is subject to change based on each specific home.)

1. Date Date offer is made

2. If Broker is receiving any compensation from a party other than Buyer/Tenant, relating to the property at  
3. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

4. \_\_\_\_\_,  
5. the Broker hereby notifies Buyer/Tenant that the amount of compensation to be paid to Broker, excluding listing portion,  
6. is: (Check all that apply.)

7. From Seller/Owner or their Broker  2.7 % of sale price.

8.  \$ \_\_\_\_\_ .

9.  \_\_\_\_\_ .

10. From Buyer/Tenant  \_\_\_\_\_ % of sale price.

11.  \$ 499.00 **This is the broker commission amount that is outlined in the buyer paperwork you signed.**

12.  \_\_\_\_\_ .

13. I/We hereby acknowledge that I/we have received a copy of this Compensation Disclosure prior to signing a lease or  
14. an offer to purchase the property.

15. \_\_\_\_\_ (Real Estate Company Name) \_\_\_\_\_ (Date) **Signature Required** \_\_\_\_\_ (Buyer/Tenant) \_\_\_\_\_ (Date)

16. **BY:** \_\_\_\_\_ (Licensee Representing or Assisting Buyer/Tenant) \_\_\_\_\_ (Date) \_\_\_\_\_ (Address)

17. \_\_\_\_\_ (Address) \_\_\_\_\_ (City/State/Zip)

18. \_\_\_\_\_ (City/State/Zip) \_\_\_\_\_ (E-mail Address)

19. \_\_\_\_\_ (E-mail Address) **Signature Required** \_\_\_\_\_ (Buyer/Tenant) \_\_\_\_\_ (Date)

20. \_\_\_\_\_ (Address)

21. \_\_\_\_\_ (City/State/Zip)

22. \_\_\_\_\_ (E-mail Address)

## Earnest Money Acknowledgement

1. Date Date offer is made

2. The earnest money due under the terms of the Purchase Agreement between the parties, dated
3. Date offer is made, 20\_\_\_\_\_, pertaining to the purchase and sale of the property located at
4. Property address (ex. 123 Main St)  
(Street)
5. (ex: Saint Paul, MN 55101)  
(City)
6. The Buyer has indicated to the licensee representing or assisting them that the Buyer will deliver earnest
7. money in 1 - 2% of the offer price
8. the amount of \$\_\_\_\_\_, upon written acceptance of the Purchase Agreement in the following manner:

**One of the following to be checked**

9.  TrustFunds – Earnest Money Deposit
10.  Buyer has Provided Buyer’s Agent with a Check at the Time of the Offer, Check # Ck # if applicable
11.  Buyer Pledges to Deliver Check to the Buyer’s Agent Immediately Upon Written Acceptance of Offer
12.  Buyer Pledges to Deliver Check to the Listing Broker within Two (2) Business Days of Written Acceptance Of Offer

13. All parties understand earnest money is required to be delivered to the Listing Broker no more than two (2)
14. business days after Final Acceptance Date of Purchase Agreement.

**15. Buyer and Licensee Representing or Assisting Buyer Information:**

16. John Doe Jane Doe Signature Required  
(Buyer’s Name(s)) Buyer’s Signature (Date)
17. John Doe Signature Required  
Buyer’s Signature (Date)
18. \_\_\_\_\_ Jane Doe  
(Buyer’s Licensee Representing or Assisting Buyer) (Date)  
Holly Stomberg

### PURCHASE AGREEMENT

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- 1. Date Date offer is made
- 2. Page 1

3. BUYER (S): John Doe

4. Jane Doe

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. \_\_\_\_\_ Dollars (\$ 1-2% of the offer price )

7. shall be delivered to listing broker, or, if checked, to  \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: Property address (ex: 123 Main Street)

10. City of (ex: Saint Paul), County of (ex: Ramsey),

11. State of Minnesota, Zip Code (ex: MN, 55101), legally described as \_\_\_\_\_

12. Description from the tax records as well as any applicable PID #XXXXXXXXXXXX

13. Said purchase shall include all improvements, fixtures, and appurtenances on the property, if any, including but not limited to, the following (collectively the "Property"): garden bulbs, plants, shrubs, trees, lawn watering systems, in-ground pet containment systems (excluding collars); sheds; storm sashes, storm doors, screens, and awnings; window shades and blinds; traverses, curtain and drapery rods, valances, draperies, curtains, and window coverings and treatments; towel rods; attached lighting and bulbs; fan fixtures; plumbing fixtures; garbage disposals; water softeners; water treatment systems; water heating systems; heating systems; air exchange systems; environmental remediation systems (e.g., radon, vapor intrusion); sump pumps; TV antennas, cable TV jacks and wiring, and TV wall mounts; wall and ceiling speaker mounts; carpeting; attached mirrors; garage door openers and all controls; smoke detectors; doorbells; thermostats; all integrated phone and home automation systems, including necessary components such as intranet and Internet connected hardware or devices, control units (other than non-dedicated mobile devices, electronics, and computers) and applicable software, permissions, passwords, codes, and access information; fireplace screens, doors, and heatilators; **ANY OF THE FOLLOWING, IF BUILT-IN:** dishwashers, refrigerators, wine and beverage refrigerators, trash compactors, ovens, cook-top stoves, warming drawers, microwave ovens, hood fans, shelving, work benches, intercoms, speakers, air conditioning equipment, electronic air filters, humidifiers and dehumidifiers, liquid fuel tanks and all controls, pool and spa equipment, propane tanks and all controls, security system equipment, TV satellite dishes; the above-mentioned inclusions **AND** the following personal property shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

14. Notwithstanding the foregoing, leased fixtures are not included.

15. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

### PURCHASE PRICE:

16. Seller has agreed to sell the Property to Buyer for the sum of (\$ offer price - what you are willing to pay for the home ) Dollars,

17. which Buyer agrees to pay in the following manner:
- 18. 1. down payment amount percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;
  - 19. 2. financed amount percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)
  - 20. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached *Addendum to Purchase Agreement: Assumption Financing*.)
  - 21. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached *Addendum to Purchase Agreement: Contract for Deed Financing*.)

### CLOSING DATE:

22. The date of closing shall be typically 30 - 60 days.



**PURCHASE AGREEMENT**

49. Page 2 Date Date offer is made

50. Property located at Property Address (ex. 123 Main Street, Saint Paul, MN 55101)

**MORTGAGE FINANCING:**

52. This Purchase Agreement  IS  IS NOT subject to the mortgage financing provisions below. If IS, complete the ~~-----~~<sub>(Check one.)</sub> **the box checked will reflect if there is financing for the purchase of your new home**

53. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**  
54. **COSTS** section.

55. Such mortgage financing shall be: *(Check one.)*

56.  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

57. Financing  **DOES**  **DOES NOT** include a grant, bond program, or other loan assistance program. If "DOES,"

58. please specify: \_\_\_\_\_

59. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

60.  **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL** The box of the financing type will be checked

61.  **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

62.  **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

63.  **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

64.  **OTHER** \_\_\_\_\_

65. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than

66. Avg 15-30 years, with an initial interest rate at no more than market percent (%) per annum. The mortgage

67. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to

68. use best efforts to secure a commitment for such financing and to execute all documents required to consummate

69. said financing.

70. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies

71. to the first mortgage and any subordinate financing. *(Check one.)*

72.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
73. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
74. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be

75.  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**

~~-----~~<sub>(Check one.)</sub>~~-----~~

76. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be prohibited.

77. See the following DVA and FHA Escape Clauses.

78.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on

79. or before 1 week prior to closing

80. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage

81. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this

82. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an

83. appraisal, satisfactory to the lender(s), has been completed and stating conditions required by lender(s) to close

84. the loan.

85. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for

86. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,

87. are deemed accepted by Buyer:

88. (a) work orders agreed to be completed by Seller;

89. (b) any other financing terms agreed to be completed by Seller here; and

90. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

**PURCHASE AGREEMENT**

91. Page 3 Date Date offer is made

92. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

93. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
94. ANY REASON relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
95. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
96. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
97. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
98. be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies allowed by law.

99. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
100. canceled if the reason this Purchase Agreement does not close was due to:

- 101. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;
- 102. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or
- 103. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except
- 104. as specified in the contingency for sale and closing of Buyer's property.

105. If the Written Statement is not provided by the date specified on line 79, Seller may, at Seller's option, declare this  
106. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
107. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement canceled,  
108. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
109. directing all earnest money paid here to be refunded to Buyer.

110. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
111. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
112. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
113. money paid here to be refunded to Buyer.

114. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
115. *(Check one.)*

116.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**

117.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

118. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \$0 - \$250 (this will vary home to home) to make  
119. repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which the  
120. cost of making said repairs shall exceed this amount, Seller shall have the following options:

- 121. (a) making the necessary repairs; or
- 122. (b) negotiating the cost of making said repairs with Buyer; or
- 123. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller
- 124. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest
- 125. money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs or escrow
- 126. TBD amounts related thereto above the amount specified on line 118 of this Purchase Agreement.

127.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
*----- (Check one.) -----*

128. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
129. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to incur  
130. any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in accordance  
131. with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written statement by the  
132. Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender setting forth the

133. appraised value of the Property as not less than \$ if using FHA financing your sale price would be listed here  
(sale price)

134. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
135. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
136. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy himself/  
137. herself that the price and condition of the Property are acceptable."

PURCHASE AGREEMENT

138. Page 4 Date Date offer is made

139. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

140. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and

141. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.

142. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.

143. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
144. amount must be paid at the closing of this transaction as follows:

145. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
------(Check one.)-----

146. \_\_\_\_\_ paid by Seller

147. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

148. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
149. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
150. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
151. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
152. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
153. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

154. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**  
155. **annual installments of special assessments certified to yearly taxes.**

156. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

157. \_\_\_\_\_

**SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

158. Seller  **IS**  **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: (Check one.)  
------(Check one.)-----

160.  \$ \_\_\_\_\_

161.  **Avg 1-3** percent (%) of the sale price \*This % will depend on the type of financing being used

162. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
163. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
164. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
165. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
166. by Seller.

167. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**  
168. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

**INSPECTIONS:** If you elect to perform an inspection the "elects" box on line 170 and "is box" on line 172 would be checked

170. Buyer has been made aware of the availability of Property inspections. Buyer  **ELECTS**  **DECLINES** to have a  
------(Check one.)-----

171. Property inspection performed at Buyer's expense.

172. This Purchase Agreement  **IS**  **IS NOT** contingent upon any inspection(s) of the Property obtained by Buyer to  
------(Check one.)-----

173. determine its condition, including any non-intrusive testing or any intrusive testing as allowed pursuant to this Purchase  
174. Agreement.

175. Any inspection(s) or test(s) shall be done by an inspector(s) or tester(s) of Buyer's choice. **Buyer shall satisfy Buyer**  
176. **as to the qualifications of the inspector(s) or tester(s).** For purposes of this Purchase Agreement, "intrusive testing"  
177. shall mean any testing, inspection(s), or investigation(s) that changes the Property from its original condition or  
178. otherwise damages the Property. **TBD**

179. Seller  **DOES**  **DOES NOT** agree to allow Buyer to perform intrusive testing or inspection(s).  
------(Check one.)-----

180. If answer is **DOES**, Buyer agrees that the Property shall be returned to the same condition it was in prior to Buyer's  
181. intrusive testing at Buyer's sole expense.

**PURCHASE AGREEMENT**

182. Page 5 Date Date offer is made

183. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

184. Seller will provide access to attic(s) and crawlspace(s).

185. Within Avg 5-10 Calendar Days of Final Acceptance Date, all inspection(s), test(s), and resulting negotiations, if any,  
186. shall be done ("Inspection Period").

187. If this Purchase Agreement is contingent upon inspection, Buyer may cancel this Purchase Agreement based on the  
188. inspection(s) or test result(s) by providing written notice to Seller, or licensee representing or assisting Seller, of Buyer's  
189. intent to cancel no later than the end of the Inspection Period. If Buyer cancels this Purchase Agreement, Buyer and  
190. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
191. earnest money paid here to be refunded to Buyer. If Buyer does not cancel this Purchase Agreement before the end  
192. of the Inspection Period, then this Inspection Contingency shall be deemed removed and this Purchase Agreement  
193. shall be in full force and effect.

194. **OTHER INSPECTION ITEMS:** \_\_\_\_\_

195. \_\_\_\_\_

196. \_\_\_\_\_

197. \_\_\_\_\_

**SALE OF BUYER'S PROPERTY:**

199. (Check one.) on of the boxes below will be marked to not if you have a property that needs to sell to purchase this property

200.  1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
201. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

202. OR

203.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
204. \_\_\_\_\_, which is scheduled to close on

205. \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
206. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
207. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
208. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
209. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
210. Agreement, if applicable.

211. OR

212.  3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
213. and closing on any other property.

**REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

215. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years  
216. including all penalties and interest.

217. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_/12ths **OF** real estate taxes  
-----  
(Check one.)-----

218. due and payable in the year of closing. Typically the buyer and seller prorate taxes from the day of closing

219. Seller shall pay  **PRORATED TO DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_/12ths **OF** real estate taxes due and  
-----  
(Check one.)-----

220. payable in the year of closing. Typically the buyer and seller prorate taxes from the day of closing

221. If the Property tax status is a part- or non-homestead classification in the year of closing, Seller  **SHALL**  **SHALL NOT**  
-----  
(Check one.)-----

222. pay the difference between the homestead and non-homestead.

TBD

223. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which  
224. is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

**PURCHASE AGREEMENT**

225. Page 6 Date Date offer is made

226. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

**227 DEFERRED TAXES/SPECIAL ASSESSMENTS:**

228.  BUYER SHALL PAY  SELLER SHALL PAY on date of closing any deferred real estate taxes (e.g., Green  
-----(Check one.)-----

229. Acres) or special assessments, payment of which is required as a result of the closing of this sale.

230.  BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING  SELLER SHALL PAY ON  
-----(Check one.)-----

231. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and  
232. payable in the year of closing.

233.  BUYER SHALL ASSUME  SELLER SHALL PAY on date of closing all other special assessments levied as  
-----(Check one.)-----

234. of the Date of this Purchase Agreement.

235.  BUYER SHALL ASSUME  SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as  
-----(Check one.)-----

236. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
237. provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments  
238. or less, as required by Buyer's lender.)

239. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
240. which is not otherwise here provided.

241. As of the Date of this Purchase Agreement, Seller represents that Seller  HAS  HAS NOT received a notice  
-----(Check one.)-----

242. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
243. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing  
244. shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on  
245. or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide  
246. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare  
247. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
248. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
249. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
250. directing all earnest money paid here to be refunded to Buyer.

**251. ADDITIONAL PROVISIONS:**

252. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement  IS  IS NOT subject to  
-----(Check one.)-----

253. cancellation of a previously executed purchase agreement dated \_\_\_\_\_ .

254. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_ .

255. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
256. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
257. be refunded to Buyer.)

The type of title you will receive.

258. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

259.  WARRANTY DEED  PERSONAL REPRESENTATIVE'S DEED  CONTRACT FOR DEED  TRUSTEE'S DEED

260.  OTHER: \_\_\_\_\_ DEED joined in by spouse, if any, conveying marketable title, subject to

- 261. (a) building and zoning laws, ordinances, and state and federal regulations;
- 262. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 263. (c) reservation of any mineral rights by the State of Minnesota;
- 264. (d) utility and drainage easements which do not interfere with existing improvements;
- 265. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_

266. \_\_\_\_\_ ; and

267. (f) others (must be specified in writing): \_\_\_\_\_

268. \_\_\_\_\_ .



**PURCHASE AGREEMENT**

269. Page 7 Date Date offer is made

270. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

271. **POSSESSION:** Seller shall deliver possession of the Property: (Check one.)

272.  **IMMEDIATELY AFTER CLOSING;** or

273.  **OTHER:** \_\_\_\_\_

274. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
275. by possession date.

276. **LINKED DEVICES:** Seller warrants that Seller shall permanently disconnect or discontinue Seller's access or service  
277. to any device or system on or serving the property that is connected or controlled wirelessly, via internet protocol ("IP")  
278. to a router or gateway or directly to the cloud no later than delivery of possession as specified in this Purchase  
279. Agreement.

280. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, and  
281. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of  
282. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

283. **TITLE AND EXAMINATION:** As quickly as reasonably possible after Final Acceptance Date:

284. (a) Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if  
285. in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
286. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
287. assisting Seller, upon cancellation of this Purchase Agreement; and

288. (b) Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including  
289. but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's  
290. title opinion at Buyer's selection and cost and provide a copy to Seller.

291. Seller shall use Seller's best efforts to provide marketable title by the date of closing. Seller agrees to pay all costs  
292. and fees necessary to convey marketable title including obtaining and recording all required documents, subject to  
293. the following:

294. In the event Seller has not provided marketable title by the date of closing, Seller shall have an additional thirty  
295. (30) days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. In  
296. addition to the thirty (30)-day extension, Buyer and Seller may, by mutual agreement, further extend the closing  
297. date. Lacking such extension, either party may declare this Purchase Agreement canceled by written notice to  
298. the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is  
299. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
300. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
301. be refunded to Buyer.

302. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
303. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller  
304. warrants that the legal description of the real property to be conveyed has been or shall be approved for recording  
305. as of the date of closing. Seller warrants that the buildings are or shall be constructed entirely within the boundary  
306. lines of the Property. Seller warrants that there is a right of access to the Property from a public right-of-way.

307. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,  
308. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with  
309. construction, alteration, or repair of any structure on, or improvement to, the Property.

310. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
311. proceedings, or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
312. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
313. such notices received by Seller shall be provided to Buyer immediately.

314. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided  
315. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
316. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

317. **ACCESS AGREEMENT:** Seller agrees to allow reasonable access to the Property for performance of any surveys or  
318. inspections agreed to here.

**PURCHASE AGREEMENT**

319. Page 8 Date Date offer is made

320. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

321. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and  
322. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be  
323. on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement  
324. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels  
325. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming  
326. said cancellation and directing all earnest money paid here to be refunded to Buyer.

327. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

328. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)  
329. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as specified)  
330. ending at 11:59 P.M. on the last day.

331. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
332. stated elsewhere by the parties in writing.

333. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, and state and federal holidays.

334. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest money  
335. from the Earnest Money Holder's trust account:

- 336. (a) at or upon the successful closing of the Property;
- 337. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and Seller;
- 338. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 339. (d) upon receipt of a court order.

341. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
342. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and  
343. Seller shall affirm the same by a written cancellation agreement.

344. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions  
345. of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults in any  
346. of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment, either party may  
347. cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here that this Purchase  
348. Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory Cancellation under MN  
349. Statute 559.217, Subd. 4.

350. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
351. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
352. performance, such action must be commenced within six (6) months after such right of action arises.

353. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
354. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained  
355. by contacting the local law enforcement offices in the community where the Property is located or the Minnesota  
356. Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at  
357. [www.corr.state.mn.us](http://www.corr.state.mn.us).

358. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**  
359. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF**  
360. **THIS PURCHASE AGREEMENT.** All of the boxes below will be checked based on the disclosure  
received that pertains to the home you are purchasing

361. BUYER HAS RECEIVED A: (Check any that apply.)  **DISCLOSURE STATEMENT: SELLER'S PROPERTY**  
362. **DISCLOSURE STATEMENT** OR A  **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES** FORM.

363. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Seller's Property Disclosure Statement* or  
364. *Disclosure Statement: Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if  
365. any.

366. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**

367. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY  
368. AND ITS CONTENTS.

**PURCHASE AGREEMENT**

369. Page 9 Date Date offer is made

370. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

371. **(Check appropriate boxes.)** All the boxes below will be checked based on the information that pertains to the home you are purchasing

372. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

373. **CITY SEWER**  **YES**  **NO** / **CITY WATER**  **YES**  **NO**

374. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

375. SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
-----*(Check one.)*-----

376. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*

377. *Statement: Subsurface Sewage Treatment System.*)

378. **PRIVATE WELL**

379. SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.  
-----*(Check one.)*-----

380. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)

381. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT*:  
-----*(Check one.)*-----

382. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*

383. (If answer is **IS**, see attached *Addendum.*)

384. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

385. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**

386. **TREATMENT SYSTEM.**

387. **HOME PROTECTION/WARRANTY PLAN:** Buyer and Seller are advised to investigate the various home protection/  
388. warranty plans available for purchase. Different home protection/warranty plans have different coverage options,  
389. exclusions, limitations, and service fees. Most plans exclude pre-existing conditions. *(Check one.)*

390.  A Home Protection/Warranty Plan will be obtained by  **BUYER**  **SELLER** and paid for by  
-----*(Check one.)*-----

391.  **BUYER**  **SELLER** to be issued by \_\_\_\_\_  
-----*(Check one.)*-----

392. at a cost not to exceed \$ \_\_\_\_\_ .

393.  No Home Protection/Warranty Plan is negotiated as part of this Purchase Agreement. However, Buyer may elect  
394. to purchase a Home Protection/Warranty Plan.

395. **AGENCY NOTICE**

396. Listing Agents Name is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent**  **Facilitator.**  
(Licensee) -----*(Check one.)*-----

397. Listing Agents Brokerage's Name  
(Real Estate Company Name)

398. Holly Stomberg is  **Seller's Agent**  **Buyer's Agent**  **Dual Agent**  **Facilitator.**  
(Licensee) -----*(Check one.)*-----

399. \_\_\_\_\_  
(Real Estate Company Name)

400. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

**PURCHASE AGREEMENT**

401. Page 10 Date Date offer is made

402. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

Dual agency only applies if the listing agent is another Keller Williams Integrity Realty agent (from our office)

403. **DUAL AGENCY REPRESENTATION**

404. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

405.  Dual Agency representation **DOES NOT** apply in this transaction. *Do not complete lines 406-422.*

406.  Dual Agency representation **DOES** apply in this transaction. *Complete the disclosure in lines 407-422.*

407. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a  
408. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
409. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
410. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

411. Seller(s) and Buyer(s) acknowledge that

412. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will  
413. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other  
414. information will be shared;

415. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

416. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of  
417. the sale.

418. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
419. and its salesperson to act as dual agents in this transaction.

420. Seller \_\_\_\_\_ Buyer Signature is only required if dual agency applies

421. Seller \_\_\_\_\_ Buyer Signature is only required if dual agency applies

422. Date \_\_\_\_\_ Date \_\_\_\_\_

423. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
424. cash outlay at closing or reduce the proceeds from the sale.

425. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
426. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved  
427. in the transaction at the time these documents are provided to Buyer and Seller.

428. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
429. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
430. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
431. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

432. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
433. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
434. the closing and delivery of the deed.

435. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
436. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
437. identification numbers or Social Security numbers.

438. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
439. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
440. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**  
441. **party whether the transaction is exempt from FIRPTA withholding requirements.**

### PURCHASE AGREEMENT

442. Page 11 Date Date offer is made

443. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

444. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
445. and all addenda must be fully executed by both parties and a copy must be delivered.

446. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
447. this transaction constitute valid, binding signatures.

448. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
449. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
450. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
451. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Seller and  
452. Buyer or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
453. Agreement.

454. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
455. for deed.

456. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
457. (1) of this Purchase Agreement.

458. **OTHER:**  
459. Selling Agent is Success Home Team - Jonas Stomberg (NRDS ID#506098004). Co-selling Agent is Holly Stomberg (NRDS ID#506005069). Please send all correspondence to Holly@SuccessHomeTeam.com

- 460.
- 461.
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- 468.
- 469.

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 472.  Addendum to Purchase Agreement
- 473.  Addendum to Purchase Agreement: Assumption Financing
- 474.  Addendum to Purchase Agreement: Buyer Move-In Agreement
- 475.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community
- 477. ("CIC")
- 478.  Addendum to Purchase Agreement: Contract for Deed Financing
- 479.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint
- 480. Hazards
- 481.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 482.  Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 483.  Addendum to Purchase Agreement: Short Sale Contingency
- 484.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Inspection Contingency

These boxes will be checked based on the addendums that pertain to your specific offer



# PURCHASE AGREEMENT

485. Page 12 Date Date offer is made

486. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

487. I agree to sell the Property for the price and on the  
488. terms and conditions set forth above.

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.

489. **I have reviewed all pages of this Purchase  
490. Agreement.**

**I have reviewed all pages of this Purchase  
Agreement.**

491.  **If checked, this Purchase Agreement is subject to  
492. attached Addendum to Purchase Agreement:  
493. Counteroffer and the Final Acceptance Date shall be  
494. noted on the Addendum.**

495. **FIRPTA:** Seller represents and warrants, under penalty  
496. of perjury, that Seller  **IS**  **IS NOT** a foreign person (i.e., a  
-----*(Check one.)*-----  
497. non-resident alien individual, foreign corporation, foreign  
498. partnership, foreign trust, or foreign estate for purposes of  
499. income taxation. (See lines 428-441.) This representation  
500. and warranty shall survive the closing of the transaction  
501. and the delivery of the deed.

502. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X Signature Required** \_\_\_\_\_  
(Buyer's Signature) (Date)

503. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

504. **X** \_\_\_\_\_  
(Seller's Signature) (Date)

**X Signature Required** \_\_\_\_\_  
(Buyer's Signature) (Date)

505. **X** \_\_\_\_\_  
(Seller's Printed Name)

**X** \_\_\_\_\_  
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** Date that all parties have signed the purchase  
agreement and counteroffer if applicable The Final Acceptance Date  
507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

510. **I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE DISCLOSURE**  
511. **STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT,**  
512. **WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE AGREEMENT.**

513. **SELLER(S)** \_\_\_\_\_

**BUYER(S) Signature Required** \_\_\_\_\_

514. **SELLER(S)** \_\_\_\_\_

**BUYER(S) Signature Required** \_\_\_\_\_

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## **Buyers/Tenants and Sellers/Owners are advised to:**

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## **If you suspect wire fraud in your transaction:**

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Signature Required

(Signature)

(Date)

Signature Required

(Signature)

(Date)

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### ADDENDUM TO PURCHASE AGREEMENT: SALE OF BUYER'S PROPERTY CONTINGENCY

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1. Date Date offer is made

2. Page 1

3. Addendum to Purchase Agreement between parties, dated Date offer is made  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. This Purchase Agreement is contingent upon Buyer entering into a valid purchase agreement for the sale of  
7. Buyer's property located at property address of the home you need to sell before you can purchase this property

8. Buyer's property  **Is Currently Listed**  **Will Be Listed Within** \_\_\_\_\_ **Days** with  
(Check one.)

9. Brokerage's name that is representing you on the listing side (ex. Keller Williams Integrity Realty), broker.

10. Seller shall have the right to continue to offer the Property for sale until this Contingency is removed.

11. **Seller's Right to Demand Removal of Contingency:** Seller may demand removal of this Contingency at any time.

12. To demand removal of this Contingency, Seller, or licensee representing or assisting Seller, shall deliver to Buyer, or  
13. licensee representing or assisting Buyer, written notice demanding removal of this Contingency.

14. **Buyer Removal of Contingency:** To remove this Contingency, Buyer, or licensee representing or assisting Buyer, shall  
15. deliver to Seller, or licensee representing or assisting Seller, at any time, but not later than avg 2 - 4 Business  
16. Days of receipt of a written notice from Seller, a true copy of a valid, fully signed purchase agreement for the sale  
17. of Buyer's property that is not contingent upon anything other than financing and that has a closing date not later  
18. than the closing date in this Purchase Agreement. If Buyer enters into a valid purchase agreement for the sale of  
19. Buyer's property, as defined here, Buyer shall remove this Contingency as specified in this Addendum.

20. Buyer shall have until 11:59 p.m. on the final Business Day referred to on line 15 to remove this Contingency.

21. **Closing of Buyer's Property:** If Buyer removes this Contingency for the sale of Buyer's property, this Purchase  
22. Agreement becomes contingent upon successful closing on the Buyer's property. If Buyer's property does not  
23. close on or before the closing date in this Purchase Agreement, this Purchase Agreement is canceled. Buyer and  
24. Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
25. earnest money paid here to be refunded to Buyer. The language in this paragraph supersedes any other provision to  
26. the contrary in any financing contingency made a part of this Purchase Agreement, if any.

27. **Failure to Remove Contingency:** If Seller demands removal, and Buyer does not timely remove this Contingency, this  
28. Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
29. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

30. If neither party timely removes this Contingency, and this Purchase Agreement does not close on or before the closing  
31. date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of*  
32. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

33. In the event there is more than one Buyer or Seller, the parties agree that any one Buyer may remove the Contingency  
34. as specified here and any one Seller may demand removal of this Contingency.

35. **OTHER:** \_\_\_\_\_

36. \_\_\_\_\_

37. \_\_\_\_\_ **Signature Required**  
(Seller) (Date) (Buyer) (Date)

38. \_\_\_\_\_ **Signature Required**  
(Seller) (Date) (Buyer) (Date)

39. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
40. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

### ADDENDUM TO PURCHASE AGREEMENT

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- 1. Date Date offer is made
- 2. Page 1

3. Addendum to Purchase Agreement between parties, dated Date offer is made  
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
 5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement, the language in this Addendum shall govern.

8. Seller agrees to include the following items with the sale of the home: Range, Microwave, Exhaust Fan/Hood,  
 9. Dishwasher, Refrigerator, Washer, Dryer, Water Softener, Disposal as seen on DATE OF SHOWING.

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_

21. \_\_\_\_\_

22. \_\_\_\_\_

23. \_\_\_\_\_

24. \_\_\_\_\_

25. \_\_\_\_\_

26. \_\_\_\_\_

27. \_\_\_\_\_

28. \_\_\_\_\_

29. \_\_\_\_\_

30. \_\_\_\_\_

31. \_\_\_\_\_ Signature Required \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_ Signature Required \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
 34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**ADDENDUM TO PURCHASE AGREEMENT:  
CONDOMINIUM/TOWNHOUSE/  
COOPERATIVE  
COMMON INTEREST COMMUNITY ("CIC")**

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1. Date Date offer is made
2. Page 1

3. Addendum to Purchase Agreement between parties, dated Date offer is made
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. **THIS TRANSACTION MAY NOT BE SUBJECT TO THE DISCLOSURE REQUIREMENTS (see information**
7. **under "EXCEPTIONS") AND TEN (10)-DAY RIGHT OF CANCELLATION DESCRIBED BELOW. BUYER MAY**
8. **WISH TO DETERMINE WHETHER THESE PROVISIONS APPLY BEFORE PROCEEDING WITH THIS OFFER TO**
9. **PURCHASE.**

10. **NOTICE:** Unless they are otherwise exempt, the following statutory NOTICE applies to transactions involving
11. condominiums or cooperatives or planned communities (including townhomes) that are subject to or have elected to be
12. subject to the Minnesota Common Interest Ownership Act ("MCIOA"), MN Statutes 515B.1-101 through 515B.4-118:
13. "The following notice is required by Minnesota Statutes. The purchaser is entitled to receive a disclosure statement
14. or resale disclosure certificate, as applicable. The disclosure statement or resale disclosure certificate contains
15. important information regarding the common interest community and the purchaser's cancellation rights."

16. **NOTICE FOR INITIAL SALE:** Minnesota Statutes require that the following disclosure be made to the initial occupant,
17. of a platted lot or other parcel of real estate (i) which is or may be subject to a master declaration, (ii) which is intended
18. for residential occupancy, and (iii) which does not and is not intended to constitute a unit, shall be subject to the
19. following requirements.

20. "(1) The following notice is required by Minnesota Statutes: The real estate to be conveyed under this Purchase
21. Agreement is or may be subject to a master association as defined in MN Statute 515B. The master developer
22. is required to provide to the buyer, within ten (10) days after receipt of a request from the buyer or the buyer's
23. authorized representative, a statement containing the information required by MN Statute 515B.4-102(a)(20),
24. with respect to the master association. The statement contains important information regarding the master
25. association. The name, address and telephone number of the master developer are:

26. Association Name - Address and phone number

27. \_\_\_\_\_

28. (2) A master developer shall, within ten (10) days after receipt of a request described in clause (1), furnish to the
29. requesting person the information required to be provided by MN Statute 515B.4-102(a)(20)."

30. **DOCUMENTATION AND RIGHT TO CANCEL**

31. **APPLICABILITY:** If this transaction involves ownership of a condominium or of a cooperative or of a unit in a planned
32. community (including townhomes) that is subject to or has elected to be subject to MCIOA, then the following disclosure
33. requirements and right of cancellation apply to this transaction. However, certain properties are exempt from coverage
34. under MCIOA. Buyer may wish to determine whether this Property is subject to MCIOA before submitting an offer to
35. purchase.

36. **DOCUMENTS: Seller is required to furnish Buyer with the following documents relating to the Association**
37. **and/or the Master Association, if applicable, before conveyance of unit:**

38. (1) (a) a copy of the **declaration** (other than any CIC plat), (b) the **articles of incorporation**, (c) **bylaws**, (d) any **rules**
39. **and regulations** for the association, and (e) any **amendments or supplemental declarations**;
40. (2) a copy of the master declaration, articles of incorporation, bylaws, and rules and regulations, if the common
41. interest community is a member of a master association;

**ADDENDUM TO PURCHASE AGREEMENT:  
CONDOMINIUM/TOWNHOUSE/  
COOPERATIVE  
COMMON INTEREST COMMUNITY ("CIC")**

42. Page 2

43. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101).
44. (3) (a) a **Disclosure Statement** (for initial sale of property) and all amendments thereto required by MN Statute  
45. 515B.4-101, including a balance sheet of the Association, current within 90 days, and the projected annual budget  
46. of the Association and a statement identifying the party responsible for preparation of the budget; or (b) **Resale**  
47. **Disclosure Certificate** (for resale of property) and all amendments thereto required by MN Statute 515B.4-107,  
48. including the most recent regularly prepared balance sheets, income and expense statements, and current budget  
49. of the Association. The *Resale Disclosure Certificate* from the Association must be dated not more than 90 days  
50. prior to the date of this Purchase Agreement or the date of conveyance, whichever is earlier. The Association may  
51. charge a reasonable fee for providing the required documents, which shall be paid by Seller. A Seller, on resale  
52. of the Property, is not liable to Buyer for any erroneous information provided by the Association and included in the  
53. *Resale Disclosure Certificate*. Nor is a Seller, on resale of the Property, liable to Buyer for failure of the Association  
54. to provide the *Resale Disclosure Certificate*, or for a delay by the Association in providing said *Disclosure Certificate*  
55. in a timely manner. For an initial sale of the Property, a declarant of a common interest community may be liable  
56. to provide the *Disclosure Statement* and its contents.
57. **Receipt of the documents relating to the Association and/or the Master Association, if applicable, by Buyer's**  
58. **agent, or licensee representing or assisting Buyer, shall constitute delivery of documents to Buyer.**
59. **RIGHT TO CANCEL PURCHASE AGREEMENT: Unless Buyer received Association documents (described on**  
60. **lines 36-56) more than ten (10) days before signing the Purchase Agreement, Buyer has the right to cancel this**  
61. **Purchase Agreement within ten (10) days of receipt of said documents. This ten (10)-day right of rescission**  
62. **begins when the last document relating to the Association and/or the Master Association, if applicable, is**  
63. **delivered.** If an *Amendment to a Disclosure Statement* (for an initial sale of the Property only) materially and adversely  
64. affects a Buyer, then Buyer may cancel this Purchase Agreement within ten (10) days after delivery of the *Amendment*.  
65. If Buyer elects to cancel this Purchase Agreement, the Purchase Agreement is canceled. Buyer and Seller shall  
66. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money  
67. paid here to be refunded to Buyer. Buyer shall return all documents to Seller or shall reimburse Seller for Seller's  
68. cost to obtain the documents. Buyer may cancel, without penalty, by either delivering written notice of cancellation to  
69. Seller, or licensee representing or assisting Seller, within said ten (10)-day period and in one of the following ways:  
70. 1. hand delivering the written notice;  
71. 2. mailing such notice by postage-prepaid U.S. mail; or  
72. 3. if the Seller or the Seller's agent has provided an electronic address at which the Seller or Seller's  
73. agent agrees to receive electronic communication, as defined in section 317A.011, Subd. 7(a), by  
74. electronic communication sent to that address.
75. On residential transactions, the ten (10)-day rescission period, after delivery of the *Disclosure Statement*, *Amendment to*  
76. *the Disclosure Statement*, or the *Resale Disclosure Certificate*, may be modified or waived, in writing, by agreement of  
77. Buyer of a unit **ONLY AFTER** Buyer has received and had an opportunity to review the *Disclosure Statement*,  
78. *Amendment to the Disclosure Statement*, or *Resale Disclosure Certificate*. The person required to deliver a *Disclosure*  
79. *Statement*, *Amendment to the Disclosure Statement*, or the *Resale Disclosure Certificate* may not condition the sale  
80. of the unit on Buyer agreeing to modify or waive Buyer's ten (10)-day right of rescission, may not contractually obligate  
81. Buyer to modify or waive Buyer's ten (10)-day right of rescission, and may not include a modification or waiver of the  
82. ten (10)-day right of rescission in any purchase agreement for the unit. To be effective, a modification or waiver of  
83. Buyer's ten (10)-day right of rescission must be evidenced by an instrument separate from the Purchase Agreement  
84. signed by Buyer more than **THREE (3) DAYS** after Buyer receives the *Disclosure Statement*, *Amendment to Disclosure*  
85. *Statement*, or the *Resale Disclosure Certificate*. On residential transactions, the ten (10)-day rescission period may  
86. also be waived or shortened by Buyer's acceptance of conveyance (closing) of the Property, in accordance with MN  
87. Statute 515B.
88. **ASSOCIATION REPLACEMENT RESERVES AND ASSESSMENTS:** The selling price includes any funds held in  
89. replacement reserve by the Unit Owners' Association for repairs or capital improvements. There shall be no adjustment  
90. at closing for such replacement reserves, except for such portion of the current (month of closing) monthly assessments  
91. allotted for such replacement reserves.

**ADDENDUM TO PURCHASE AGREEMENT:  
CONDOMINIUM/TOWNHOUSE/  
COOPERATIVE  
COMMON INTEREST COMMUNITY ("CIC")**

92. Page 3

93. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

94. **REGULAR ASSESSMENTS:** All Unit Owners' Association regular assessments shall be paid to date of closing by  
95. Seller as required by Unit Owners' Association documents. The installment of regular assessments due or paid in  
96. the month of closing shall be prorated between Buyer and Seller as of the date of closing. Seller shall furnish paid  
97. receipts or a letter from the Unit Owners' Association at closing, confirming that all assessments have been paid as  
98. required by Unit Owners' Association documents.

99. **UNIT OWNERS' ASSOCIATION SPECIAL ASSESSMENTS:** Unit Owners' Association special assessments shall be  
100. handled as specified on page six (6) of the Purchase Agreement. Seller makes no representation or warranty whatsoever  
101. concerning the amount of Unit Owners' Association assessments which may be assessed against the Property after  
102. the date of closing. Such information, if known, is reflected in the *Disclosure Statement* or *Resale Disclosure Certificate*.  
103. However, Seller shall provide Buyer with any written notice received by Seller from the Unit Owners' Association  
104. relating to potential expenditures which may occur subsequent to the date of closing.

105. **WARRANTY DISCLAIMER: Notwithstanding anything to the contrary contained in this Purchase Agreement,**  
106. **Seller makes no warranty of any kind regarding the condition of the common areas and facilities, subject to**  
107. **any statutorily mandated warranty. For an initial sale of a property, the builder/developer may be required by**  
108. **statute to provide specified warranties.**

109. **OTHER:** \_\_\_\_\_

110. Seller agrees to pay any and all fees associated with obtaining the CIC documents

111. \_\_\_\_\_

112. \_\_\_\_\_

113. \_\_\_\_\_

114. **EXCEPTIONS:** Most common interest communities will be subject to MN Statute 515B (MCIOA); however, current  
115. MN Statute 515B.1-102 (e) states that Chapter 515B **shall not apply, unless the association has elected to be**  
116. **covered by MN Statute 515B (MCIOA)**, to the following:

117. (1) a planned community which consists of two (2) units, which utilizes a CIC plat complying with section  
118. 515B.2-110(d) (1) and (2) if the association was formed before August 1, 2010, or section 515B.2-1101 if the  
119. association was formed on or after August 1, 2010, which is not subject to any rights to subdivide or convert  
120. units or to add additional real estate, and which is not subject to a master association;

121. (2) a common interest community that consists solely of plotted lots or other separate parcels of real estate  
122. designed or utilized for detached single-family dwellings or agricultural purposes, with or without common  
123. property, where no association or master association has an obligation to maintain any building containing a  
124. dwelling or any agricultural building located or to be located on such platted lots or parcels; except that  
125. section 515B.4-101(e) shall apply to the sale of such platted lots or parcels of real estate if the common  
126. interest community is or will be subject to a master declaration;

127. (3) a cooperative where, at the time of creation of the cooperative, the unit owners' interests in the dwellings as  
128. described in the declaration consist solely of proprietary leases having an unexpired term of fewer than 20  
129. years, including renewal options;

130. (4) planned communities utilizing a CIC plat with section 515B.2-110(d) (1) and (2) if the association was formed  
131. before August 1, 2010, or section 515B.2-1101(d) (1) and (2) if the association was formed on or after August  
132. 1, 2010, and cooperatives, which are limited by the declaration to nonresidential uses in which individual  
133. dwellings do not constitute units or other separate parcels of real estate; or

134. (5) real estate subject only to an instrument or instruments filed primarily for the purpose of creating or modifying  
135. rights with respect to access, utilities, parking, ditches, drainage, or irrigation.

136. Unless a common interest community described in (1)–(5) above has elected to be subject to MN Statute 515B,  
137. Seller would not be required to provide a *Disclosure Statement*, *Amendment to the Disclosure Statement*, or the  
138. *Resale Disclosure Certificate* or the ten (10)-day purchaser's right of rescission.

**ADDENDUM TO PURCHASE AGREEMENT:  
CONDOMINIUM/TOWNHOUSE/  
COOPERATIVE  
COMMON INTEREST COMMUNITY ("CIC")**

139. Page 4

140. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

141. **If you have determined that the common interest community is subject to MN Statute 515B, then the seller**  
142. **MUST provide a *Disclosure Statement, Amendment to the Disclosure Statement, or the Resale Disclosure***  
143. ***Certificate* and the ten (10)-day purchaser's right of rescission for all common interest communities, including**  
144. **condominiums, townhomes, and cooperatives, regardless of when they were created.**

145. MN Statute 515B.4-101(c) **Neither a *Disclosure Statement* nor a *Resale Disclosure Certificate* need be prepared**  
146. **or delivered in the case of**

- 147. (1) a gratuitous transfer;
- 148. (2) a transfer pursuant to a court order;
- 149. (3) a transfer to a government or governmental agency;
- 150. (4) a transfer to a secured party by foreclosure or deed in lieu of foreclosure;
- 151. (5) an option to purchase a unit, until exercised;
- 152. (6) a transfer to a person who "controls," or is "controlled by," the grantor, as those terms are defined with respect
- 153. to a declarant under MN Statute 515B.1-103(2);
- 154. (7) a transfer by inheritance;
- 155. (8) a transfer of special declarant rights under MN Statute 515B.3-104 for associations created before August
- 156. 1, 2010, and section 515B.3-1041 for associations created on or after August 1, 2010; or
- 157. (9) a transfer in connection with a change of form of common interest community under MN Statute
- 158. 515B.2-123.

159. *A Disclosure Statement and a Resale Disclosure Certificate* can be waived by written agreement of purchasers of a  
160. unit which is restricted to **nonresidential** use.

161. Calculation of days in this Addendum is as specified in MN Statute 645.15.

162. _____ (Seller) (Date)	<b>Signature Required</b> _____ (Buyer) (Date)
-------------------------------	--

163. _____ (Seller) (Date)	<b>Signature Required</b> _____ (Buyer) (Date)
-------------------------------	--

164. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
165. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:CIC-4 (8/20)

### ADDENDUM TO PURCHASE AGREEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY

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1. Date Date offer is made

2. Page 1

3. Addendum to Purchase Agreement between parties, dated Date offer is made  
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. Seller has previously disclosed that a subsurface sewage treatment system and/or private well exists on, or serves,  
7. the Property. This Purchase Agreement is contingent upon inspection(s) of the subsurface sewage treatment system  
8. and/or private well to determine the condition or status of the following checked items.

9. If the appropriate test(s)/inspection(s) checked below are not done and results provided within the time specified,  
10. or waived in writing by Buyer, then the party not responsible for obtaining the test/inspection may declare this Purchase  
11. Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which  
12. case this Purchase Agreement is canceled. If the party declares this Purchase Agreement canceled, Buyer and Seller  
13. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest  
14. money paid here to be refunded to Buyer.

15. (Check all that apply.)

16.  **SUBSURFACE SEWAGE TREATMENT SYSTEM:** Avg 7 - 14  
17. All test(s)/inspection(s) shall be done and results provided to Buyer within \_\_\_\_\_ Calendar Days of Final  
18. Acceptance Date of this Purchase Agreement.

19.  **BUYER**  **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A LICENSED INSPECTOR'S SEPTIC  
-----*(Check one.)*-----  
20. SYSTEM INSPECTION REPORT OR NOTICE INDICATING IF THE SYSTEM COMPLIES WITH APPLICABLE  
21. REGULATIONS WITHIN THE TIME SPECIFIED ABOVE.

22. **NOTICE: A VALID CERTIFICATE OF COMPLIANCE FOR THE SYSTEM SHALL SATISFY THIS OBLIGATION.**

23. If the inspection report indicates that the subsurface sewage treatment system is not in compliance with applicable  
24. regulations, then the parties may agree in writing on or before the date of closing, to negotiate an allocation between  
25. Buyer and Seller of those costs necessary to bring the subsurface sewage treatment system into compliance  
26. with applicable regulations.

27. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice  
28. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement  
29. is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign  
30. a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here  
31. to be refunded to Buyer.

32. **OTHER:** \_\_\_\_\_  
33. \_\_\_\_\_  
34. \_\_\_\_\_  
35. \_\_\_\_\_  
36. \_\_\_\_\_  
37. \_\_\_\_\_

**ADDENDUM TO PURCHASE AGREEMENT:  
SUBSURFACE SEWAGE TREATMENT  
SYSTEM AND WELL INSPECTION  
CONTINGENCY**

38. Page 2

39. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

40.  **PRIVATE WELL:**

41. All test(s)/inspection(s) shall be done and results provided to Buyer within Avg 7 - 14 Calendar Days of Final  
42. Acceptance Date of this Purchase Agreement.

43.  **BUYER**  **SELLER** AGREES TO OBTAIN (AND PROVIDE TO BUYER) A WATER QUALITY TEST WITHIN  
-----*(Check one.)*-----  
44. THE TIME SPECIFIED ABOVE.

45. If the water quality test results show the water is not potable or otherwise not in compliance with governmental  
46. water quality standards, then the parties may agree in writing, on or before the date of closing, to negotiate an  
47. allocation between Buyer and Seller of those costs necessary to bring the water into potable condition and into  
48. compliance with governmental water quality standards.

49. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice  
50. to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is  
51. canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
52. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
53. be refunded to Buyer.

54. **OTHER:** \_\_\_\_\_  
55. \_\_\_\_\_  
56. \_\_\_\_\_  
57. \_\_\_\_\_  
58. \_\_\_\_\_  
59. \_\_\_\_\_

60. \_\_\_\_\_ Signature Required \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

61. \_\_\_\_\_ Signature Required \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

62. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
63. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:APA:SSTSWEC-2 (8/20)

**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

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- 1. Date \_\_\_\_\_
- 2. Page 1

- 3. Addendum to Purchase Agreement between parties, dated Date offer is made
- 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
- 5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

**6. Lead Warning Statement**

7. Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified  
8. that such property may present exposure to lead from lead-based paint that may place young children at risk of  
9. developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
10. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also  
11. poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
12. the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
13. possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible  
14. lead-based paint hazards is recommended prior to purchase.

**15. Seller's Disclosure (Check one.)**

- 16.  Seller has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards  
17. in the housing.
- 18.  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided Buyer  
19. with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based paint  
20. hazards in the housing. (Please explain and list documents below):  
21. \_\_\_\_\_  
22. \_\_\_\_\_  
23. \_\_\_\_\_

**24. Buyer's Acknowledgment**

- 25. Buyer has received copies of all information listed above, if any.
- 26. Buyer has received the pamphlet, *Protect Your Family from Lead in Your Home*.
- 27. Buyer has: (Check one.) **Boxes checked below based on if you would like to test for lead based paint**
- 28.  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or  
29. lead-based paint hazards; or
- 30.  Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for  
31. the presence of lead-based paint and/or lead-based paint hazards.
- 32. If checked, this contract is contingent upon a risk assessment or an inspection of the property for the presence of lead-  
33. based paint and/or lead-based paint hazards to be conducted at Buyer's expense. The assessment or inspection  
34. shall be completed within  **TEN (10)**  \_\_\_\_\_ Calendar Days after Final Acceptance of the Purchase  
35. Agreement. (Check one.)

**ADDENDUM TO PURCHASE AGREEMENT:  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED  
PAINT HAZARDS**

36. Page 2

37. Property located at Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

38. This contingency shall be deemed removed, and the Purchase Agreement shall be in full force and effect,  
39. unless Buyer or real estate licensee representing or assisting Buyer delivers to Seller or real estate licensee  
40. representing or assisting Seller, within three (3) Calendar Days after the assessment or inspection is timely  
41. completed, a written list of the specific deficiencies and the corrections required, together with a copy of any risk  
42. assessment or inspection report. If Buyer and Seller have not agreed in writing within three (3) Calendar Days  
43. after delivery of the written list of required corrections that:

44. (A) some or all of the required corrections will be made; or

45. (B) Buyer waives the deficiencies; or

46. (C) an adjustment to the purchase price will be made;

47. this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
48. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. It is  
49. understood that Buyer may unilaterally waive deficiencies or defects, or remove this contingency, providing that  
50. Buyer or real estate licensee representing or assisting Buyer notifies Seller or real estate licensee representing or  
51. assisting Seller of the waiver or removal, in writing, within the time specified.

---

52. **Real Estate Licensee's Acknowledgment**

53. Real estate licensee has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and is aware of licensee's  
54. responsibility to ensure compliance.

---

55. **Certification of Accuracy**

56. The following parties have reviewed the information above and certify, to the best of their knowledge, that the  
57. information provided by the signatory is true and accurate.

58. \_\_\_\_\_ **Signature Required** \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

59. \_\_\_\_\_ **Signature Required** \_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

60. \_\_\_\_\_ \_\_\_\_\_  
(Real Estate Licensee) (Date) (Real Estate Licensee) (Date)

## DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT

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1. Page 1

### 2. ARBITRATION DISCLOSURE

3. You have the right to choose whether to have any disputes about disclosure of material facts affecting the use or  
4. enjoyment of the property that you are buying or selling decided by binding arbitration or by a court of law. By agreeing  
5. to binding arbitration, **you give up your right to go to court for claims over \$15,000.**

6. By signing the RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT") on  
7. page two (2), you agree to the following:

8. (1) disputes with demands which fall within the jurisdictional limits of the conciliation court shall be resolved in the  
9. applicable conciliation court; and

10. (2) all other disputes shall be subject to binding arbitration under the Residential Real Property Arbitration  
11. System ("Arbitration System") administered by National Center for Dispute Settlement ("NCDS") and endorsed  
12. by the Minnesota Association of REALTORS® ("MNAR"). The ARBITRATION AGREEMENT is enforceable only  
13. if it is signed by all buyers, sellers and licensees representing or assisting the buyers and the sellers. The  
14. ARBITRATION AGREEMENT is not part of the *Purchase Agreement*. **Your Purchase Agreement will still**  
15. **be valid whether or not you sign the ARBITRATION AGREEMENT.**

16. The Arbitration System is a private dispute resolution system offered as an alternative to the court system. It is not  
17. government sponsored. NCDS and the MNAR jointly adopt the rules that govern the Arbitration System. NCDS and  
18. the MNAR are not affiliated. Under the ARBITRATION AGREEMENT you must use the arbitration services of NCDS.

19. All disputes about or relating to disclosure of material facts affecting the use or enjoyment of the property, excluding  
20. disputes related to title issues, are subject to arbitration under the ARBITRATION AGREEMENT. This includes claims  
21. of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under  
22. MN Statute 327A (statutory new home warranties) or under private contracts for warranty coverage. An agreement to  
23. arbitrate does not prevent a party from contacting the Minnesota Department of Commerce, the state agency that  
24. regulates the real estate profession, about licensee compliance with state law.

25. The administrative fee for the Arbitration System varies depending on the amount of the claim, but it is more than initial  
26. court filing fees. In some cases, conciliation court is cheaper than arbitration. The maximum claim allowed in conciliation  
27. court is \$15,000. This amount is subject to future change. In some cases, it is quicker and less expensive to arbitrate  
28. disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to  
29. appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

30. **A request for arbitration must be filed within 24 months of the date of the closing on the property or else the**  
31. **claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation**  
32. **period provided herein.**

33. A party who wants to arbitrate a dispute files a Demand, along with the appropriate administrative fee, with NCDS.  
34. NCDS notifies the other party, who may file a response. NCDS works with the parties to select and appoint an arbitrator  
35. to hear and decide the dispute. A three-arbitrator panel will be appointed instead of a single arbitrator at the request  
36. of any party. The party requesting a panel must pay an additional fee. Arbitrators have backgrounds in law, real estate,  
37. architecture, engineering, construction or other related fields.

38. Arbitration hearings are usually held at the home site. Parties are notified about the hearing at least 14 days in advance.  
39. A party may be represented by a lawyer at the hearing, at the party's own expense, if he or she gives five (5) days  
40. advance notice to the other party and to NCDS. Each party may present evidence, including documents or testimony  
41. by witnesses. The arbitrator must make any award within 30 days from the final hearing date. The award must be  
42. in writing and may provide any remedy the arbitrator considers just and equitable that is within the scope of the parties'  
43. agreement. The arbitrator does not have to make findings of fact that explain the reason for granting or denying an  
44. award. The arbitrator may require the party who does not prevail to pay the administrative fee.

45. **This Arbitration Disclosure provides only a general description of the Arbitration System and a general overview**  
46. **of the Arbitration System rules.** For specific information regarding the administrative fee, please see the Fee Schedule  
47. located in the NCDS Rules. Copies of the Arbitration System rules are available from NCDS by calling (866) 727-8119  
48. or on the Web at [www.ncdsusa.org](http://www.ncdsusa.org) or from your REALTOR®. If you have any questions about arbitration, call NCDS  
49. at (866) 727-8119 or consult a lawyer.

**DISCLOSURE STATEMENT: ARBITRATION  
DISCLOSURE AND RESIDENTIAL REAL  
PROPERTY ARBITRATION AGREEMENT**

50. Page 2

51. **THIS IS AN OPTIONAL, VOLUNTARY AGREEMENT.**  
52. **READ THE ARBITRATION DISCLOSURE ON PAGE ONE (1) IN FULL BEFORE SIGNING.**

53. **RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT**

54. For the property located at Property address (ex. 123 Main St)

55. City of (ex. Saint Paul), County of (ex. Ramsey)

56. State of Minnesota, Zip Code (ex. 55101)

57. Any dispute between the undersigned parties, or any of them, about or relating to material facts affecting the use or  
58. enjoyment of the property, excluding disputes related to title issues of the property covered by the *Purchase Agreement*  
59. dated Date offer is made, including claims of fraud, misrepresentation, warranty and negligence, shall  
60. be settled as specified in the Arbitration Disclosure above. National Center for Dispute Settlement shall be the arbitration  
61. service provider. The rules adopted by National Center for Dispute Settlement and the Minnesota Association of  
62. REALTORS® shall govern the proceeding(s). The rules that shall govern the proceeding(s) are those rules in effect  
63. at the time the Demand for Arbitration is filed and include the rules specified in the Arbitration Disclosure on page one  
64. (1). This Agreement shall survive the delivery of the deed or contract for deed in the *Purchase Agreement*. This Agreement  
65. is only enforceable if all buyers, sellers and licensees representing or assisting the buyers and sellers have agreed to  
66. arbitrate as acknowledged by signatures below. For purposes of this Agreement, the signature of one licensee of a  
67. broker shall bind the broker and all licensees of that broker.

68. \_\_\_\_\_  
(Seller's Signature) (Date)

**Signature Optional**  
\_\_\_\_\_  
(Buyer's Signature) (Date)

69. \_\_\_\_\_  
(Seller's Printed Name)

**John Doe**  
\_\_\_\_\_  
(Buyer's Printed Name)

70. \_\_\_\_\_  
(Seller's Signature) (Date)

**Signature Optional**  
\_\_\_\_\_  
(Buyer's Signature) (Date)

71. \_\_\_\_\_  
(Seller's Printed Name)

**Jane Doe**  
\_\_\_\_\_  
(Buyer's Printed Name)

72. \_\_\_\_\_  
(Licensee Representing or Assisting Seller) (Date)

\_\_\_\_\_  
(Licensee Representing or Assisting Buyer) (Date)

73. \_\_\_\_\_  
(Company Name)

**Keller Williams Integrity Rlty**  
\_\_\_\_\_  
(Company Name)

74. **THE RESIDENTIAL REAL PROPERTY ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT**  
75. **BETWEEN BUYERS, SELLERS AND LICENSEES. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.**

### ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

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## \*\*THIS FORM SUPERSEDES EVERYTHING IN THE PURCHASE AGREEMENT\*\*

- 1. Date Date counteroffer is made
- 2. Page 1

3. Addendum to Purchase Agreement between parties, dated Date offer is made

4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at

5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. **This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).**

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain the same, as stated in the Purchase Agreement, except the following:

10. (Select appropriate changes from original offer.)

11.  Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be

12. \$ \_\_\_\_\_ .

13.  Earnest money shall be a total of \$ \_\_\_\_\_ .

14.  Cash of \_\_\_\_\_ percent (%) of the sale price, which includes the earnest money.

15.  Mortgage financing of \_\_\_\_\_ percent (%) of the sale price.

16.  Closing date shall be \_\_\_\_\_ .

17.  Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ \_\_\_\_\_ .

18.  Seller shall pay Buyer's closing costs, prepaids, insurance and \_\_\_\_\_

19. not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the sale price.

20.  **OTHER:** \_\_\_\_\_

21. \_\_\_\_\_

22. \_\_\_\_\_

23. \_\_\_\_\_

24. \_\_\_\_\_

25. \_\_\_\_\_

26. \_\_\_\_\_

27. \_\_\_\_\_ Signature Required \_\_\_\_\_

(Seller) (Date) (Buyer) (Date)

28. \_\_\_\_\_ Signature Required \_\_\_\_\_

(Seller) (Date) (Buyer) (Date)

29. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date

30. is the date on which the fully executed Purchase Agreement is delivered.

31. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

32. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

33. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**AMENDMENT TO PURCHASE AGREEMENT**

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This form is used after we have a fully signed purchase agreement to make or address any changes.

- 1. Date \_\_\_\_\_
- 2. Page \_\_\_\_\_ of \_\_\_\_\_ pages

3. The undersigned parties to a Purchase Agreement, dated Date offer is made  
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
 5. Property Address (ex: 123 Main Street, Saint Paul, MN 55101)

6. hereby mutually agree to amend said Purchase Agreement as follows:  
 7. \_\_\_\_\_  
 8. \_\_\_\_\_  
 9. \_\_\_\_\_  
 10. \_\_\_\_\_  
 11. \_\_\_\_\_  
 12. \_\_\_\_\_  
 13. \_\_\_\_\_  
 14. \_\_\_\_\_  
 15. \_\_\_\_\_  
 16. \_\_\_\_\_  
 17. \_\_\_\_\_  
 18. \_\_\_\_\_  
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 20. \_\_\_\_\_  
 21. \_\_\_\_\_  
 22. \_\_\_\_\_  
 23. \_\_\_\_\_  
 24. \_\_\_\_\_  
 25. \_\_\_\_\_  
 26. \_\_\_\_\_  
 27. \_\_\_\_\_  
 28. \_\_\_\_\_  
 29. \_\_\_\_\_

30. All other terms and conditions of the Purchase Agreement to remain the same.

31. \_\_\_\_\_ Signature Required \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

32. \_\_\_\_\_ Signature Required \_\_\_\_\_  
 (Seller) (Date) (Buyer) (Date)

33. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
 34. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



## RECEIPT OF COMMON INTEREST COMMUNITY ("CIC") ASSOCIATION DOCUMENTS

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1. Date Date association documents are received

2. This is pertaining to the property at Property address (ex. 123 Main St)

3. City of (ex. Saint Paul), County of (ex. Ramsey),

4. State of Minnesota, Zip Code ((ex. 55101), Unit # (ex. 102).

5. This is to acknowledge the receipt of the Common Interest Community Association Documents by Buyer and/or Buyer's  
6. agent, or licensee representing or assisting Buyer:

7. *(Check all that have been received.)* **Boxes will be checked of the documents received**

8.  *Disclosure Statement* (for initial sale of property) and all amendments thereto required by MN Statute  
9. 515B.4-25, including a balance sheet of the Association, current within 90 days

10. **OR**

11. *Resale Disclosure Certificate* (for resale of property) dated within 90 days prior to the date of the Purchase  
12. Agreement and all amendments thereto required by MN Statute 515B.4-107, including a balance sheet of  
13. the Association

14.  Declaration of the  Association and  Master Association, if any  
-----*(Check all that apply.)*-----

15.  Amendments or supplemental declarations for the  Association and  Master Association, if any  
-----*(Check all that apply.)*-----

16.  Articles of Incorporation for the  Association and  Master Association, if any  
-----*(Check all that apply.)*-----

17.  Bylaws for the  Association and  Master Association, if any  
-----*(Check all that apply.)*-----

18.  Rules and Regulations for the  Association and  Master Association, if any  
-----*(Check all that apply.)*-----

19.  The projected annual budget of the Association

20. **OPTIONAL ADDITIONAL INFORMATION:**

21. **Management Company** (if applicable): \_\_\_\_\_

22. **Association Contact:** \_\_\_\_\_

23. Contact Phone Number: \_\_\_\_\_ Website: \_\_\_\_\_

24. \_\_\_\_\_  
(Name of Recipient Receiving Documents)

25. Signature Required \_\_\_\_\_ (Date) \_\_\_\_\_  
(Signature of Recipient Receiving Documents)

## COMMON INTEREST COMMUNITY RESALE DISCLOSURE CERTIFICATE

1. Date \_\_\_\_\_

2. Page \_\_\_\_\_ of \_\_\_\_\_ pages

3. Name of Common Interest Community: \_\_\_\_\_

4. Name of Association: \_\_\_\_\_

5. Address of Association: \_\_\_\_\_

6. Unit Number(s) (include principal unit and any garage, storage or other auxiliary units): \_\_\_\_\_

7. Common elements licensed under MN Statute 515B.2-109 (e):

8.

9.

10. The following information is furnished by the Association named above according to MN Statute 515B.4-107.

11. 1. There is no right of first refusal or other restraint on the free alienability of the above unit(s) contained in the  
12. declaration, bylaws, rules and regulations or any amendment to them, except as follows:

13.

14.

15. 2. The following periodic installments of common expense assessments and special assessments are  
16. payable with respect to the above unit(s):

17. a. Annual assessment installments: \$ \_\_\_\_\_ Due: \_\_\_\_\_

18. b. Special assessment installments: \$ \_\_\_\_\_ Due: \_\_\_\_\_

19. c. Unpaid assessments, fines or other charges:

20. (1) Annual \$ \_\_\_\_\_

21. (2) Special \$ \_\_\_\_\_

22. (3) Fines \$ \_\_\_\_\_

23. (4) Other Charges \$ \_\_\_\_\_

24. d. The Association  **has**  **has not** approved a plan for levying certain common expense assessments  
25. -----(Check one.)-----  
26. against fewer than all the units according to MN Statute 515B.3-115(e). If a plan is approved, a description  
of the plan is attached to this certificate.

27. 3. In addition to the amounts due under paragraph two (2), the following additional fees or charges other than  
28. assessments are payable by unit owners (include late payment charges, user fees, etc.):

29.

30.

31. 4. There are no extraordinary expenditures approved by the Association, and not yet assessed, for the current  
32. and two succeeding fiscal years, except as follows:

33.

34.

(8/10)

## COMMON INTEREST COMMUNITY RESALE DISCLOSURE CERTIFICATE

35. Page \_\_\_\_\_ of \_\_\_\_\_ pages

36. 5. The Association is obligated to replace the following components of the common interest community:

37.

38

39. The Association has the following amounts in its reserves for replacement of these components:

40.

41

42. The replacement of the following components is funded by assessments levied only against the unit or units  
43. served by the component, pursuant to MN Statute 515B.3-115 (e) (1) or (2):

44. \_\_\_\_\_

45. 6. The following documents are furnished with this certificate according to statute:

46. a. The most recent regularly prepared balance sheet and income and expense statement of the  
47. Association.

48. b. The current budget of the Association.

49. 7. There are no unsatisfied judgments against the Association, except as follows (identify creditor and  
50. amount):

51.

52. 8. There are no pending lawsuits to which the Association is a party, except as follows (identify and  
53. summarize status):

54.

55. 9. Description of insurance coverages:

56. a. The Association provides the following insurance coverage for the benefit of unit owners: (Reference may  
57. be made to applicable sections of the declaration or bylaws; however, any additional coverages should be  
58. described in this space.)

59.

60.

61. b. The following described fixtures, decorating items or construction items within the unit referred to in MN  
62. Statute 515B.3-113(b), are insured by the Association.

63. *(Check as applicable.)*

64.  Ceiling or wall finishing materials

65.  Finished flooring

66.  Cabinetry

67.  Finished millwork

68.  Electrical, heating, ventilating and air-conditioning equipment or plumbing fixtures serving a single unit

69.  Built-in appliances

70.  Improvements and betterments as originally constructed

71.  Additional improvements and betterments installed by unit owners

